



# **State of New Hampshire Department of Health and Human Services**

REQUEST FOR PROPOSALS (RFP) #16-DHHS-OHS-DCSS-02

FOR

**Paternity Testing Services**

August 27, 2015



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## 1. INTRODUCTION

### 1.1. Purpose and Overview

The State of New Hampshire, acting through DCSS, is soliciting fixed-price, sealed bid proposals from responsible and qualified bidders for the provision of paternity testing services in accordance with applicable federal and state authority. The paternity testing services required are: collect samples, administer and conduct laboratory tests, render a paternity determination, and any and all related services.

Written proposals submitted in response to this Request for Proposal shall describe with specificity the Bidder's qualifications, experience and ability to provide paternity testing services as they uniquely apply to the New Hampshire child support program. Proposals shall be compliant with the minimum requirements of this Request for Proposals (hereinafter "RFP") to qualify for a review.

### 1.2. Request for Proposal Terminology

**ACF** – The Administration for Children and Families, US Department of Health and Human Services

**Buccal Test** – The painless removal of a sample of cells from the lining of the mouth (inside of the cheek) to obtain DNA for paternity testing.

**Conflict of Interest** - A situation, circumstance, or financial interest which has the potential to cause a private interest to interfere with the proper exercise of a public duty.

**DCSS** - Division of Child Support Services; the State of New Hampshire agency that locates putative fathers, works with child support payors and payees, collects and distributes child support, and operates according to the guidelines of Title IV-D of the Social Security Act.

**DHHS** – The New Hampshire Department of Health & Human Services

**IV-D** – Federal requirements contained in Title IV-D of the Social Security Act; the federal law that provides the mandate and authority for DCSS to provide child support services.

**IV-D case** – All information, documents, relevant facts, dates, actions taken, contacts made and results in a case pertaining to child support; the collection of documents used to compose a child support case file. Also used to describe whether a family composition is receiving IV-D establishment and enforcement services.

**OCSE** – Office of Child Support Enforcement. OCSE is within the Administration for Families and Children and part of the U.S. Department of Health and Human Services.

**Paternity Test** – A test using DNA or blood group identification of a mother, child and putative father to establish the probability of paternity.

**Payee** –Parent or caretaker entitled to receive child support.



**Payor** – Parent ordered to pay child support.

**Phlebotomist** – A person qualified to collect blood and/or other bodily fluids for testing who is certified by one or more of the following agencies: the American Society of Clinical Pathologists (ASCP), the American Medical Technologists (AMT) or the American Association of Medical Personnel (AAMP).

**Qualified Technician** – A person qualified to administer a buccal test.

**RFP** – Request for Proposals

### 1.3. Contract Period

Contracts that are developed and awarded as a result of this RFP are proposed to be in effect for January 1, 2016 through June 30, 2019.

As with all State contracts, the duration of the contract is subject to the availability of funds. The Department reserves the right to renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

The Department reserves the right to extend the completion date of the contract for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services, and approval of the Governor and Executive Council.

## 2. BACKGROUND AND REQUIRED SERVICES

### 2.1. Background

Every child living in NH has a legal right to financial support from both parents, even if the parents are divorced, separated or never married. Pursuant to RSA 161:2 XIV and XVI, the NH Department of Health and Human Services, (DHHS), is responsible for establishing, directing and maintaining a program of child support based upon Title IV-D of the Social Security Act as amended. DHHS, through its Division of Child Support Services (DCSS), helps families establish and enforce child support orders - both medical and financial.

An important element in many child support establishment cases is to establish paternity. Pursuant to NH RSA 522:1, NH courts are authorized to order paternity testing in civil actions where paternity is a contested and relevant issue. Additionally, DCSS is required by Title 45 CFR 303.5 to establish paternity for those child support cases where paternity has not been established.



## **2.2. New Hampshire DHHS, Division of Child Support Services**

The Division of Child Support Services is New Hampshire's designated agency for fulfillment of the US Department of Health and Human Services, Administration for Children and Families (ACF), Title IV-D program. The Federal Office of Child Support Enforcement (OCSE), located within the ACF, provides direction, guidance, and oversight to state IV-D Agencies. OCSE oversees a performance based penalty and incentive system within which states must provide services to child support enforcement (IV-D) cases. Under the incentive system, states can be rewarded for their performance in running an effective IV-D program, or penalized if they fail to perform at acceptable levels. One of the performance measures used to evaluate state performance is paternity establishment for those child support cases in which paternity has not yet been established.

For the twelve (12) month period ended June 30, 2015, over thirteen hundred (1,300) paternity tests were completed by the current provider under contract with DCSS. The annual number of tests is expected to remain stable during the Contract Period specified in subsection 1.3.

## **2.3. Results**

DCSS expects that paternity testing services will provide for the means by which DCSS will be able to seek the establishment of legal paternity for dependents in IV-D cases who have no legal father, when appropriate. The establishment of paternity directly affects the establishment of support orders for families. Any incentive reward, as described in subsection 2.2, depends on the effectiveness and success of this function.



### 3. STATEMENT OF WORK

#### 3.1. Covered Populations and Services

##### 3.1.1. Covered Population

Individuals tested include the mothers, child(ren) and alleged fathers in IV-D cases wherein paternity has yet to be established.

##### 3.1.2. Geographic Area Served

Services shall be delivered statewide.

##### 3.1.3. Services

- 3.1.3.1. The Contractor shall perform the following testing, including redraw(s) and retest(s) at DCSS request or as needed, to achieve a ninety-nine and nine-tenths (99.9%) percent or greater probability of either paternity or exclusion. For initial testing, two (2) independent specimen preparations shall be made and tested independently for each person submitted for evaluation. Three (3) of the DNA systems shall be repeated (duplicated) on each run to ensure that the independent specimen preparations give the same results. Any discrepancy shall be evaluated and appropriate testing performed to resolve the discrepancy. The Contractor shall perform this duplicate testing on each specimen submitted for testing.
- a. DNA Probes, polymerase chain reaction procedure. The testing battery for these tests must initially consist of twenty-one (21) genetic systems (20 autosomal loci and one gender locus).
  - b. DNA Probes, restriction fragment length polymorphism procedure. A known human control shall be run for each DNA polymorphism. The genetic marker band for this control must match before any interpretation is done. The results of DNA polymorphism testing shall be interpreted independently by two (2) technologists. A member of the Contractor's doctoral staff qualified to perform this service shall review all results in a case before the results are authorized for release to DCSS.
  - c. Red Cell Antigens (RCA) upon DCSS request.
  - d. Human Leukocyte Antigens (HLA) upon DCSS request. The Contractor shall provide these tests using polymerase chain reaction methodology and a variety of DNA based tests necessary to achieve the required 99.9% or greater probability of either paternity or exclusion.
  - e. Red Cell Enzymes upon DCSS request.

NOTE: It is understood that the tests, identified in c. thru e. above, also require the collection of blood samples.

**Q1.** Describe the Bidder's experience and ability to provide redrawing of buccal specimens to achieve accurate test results, and redrawing of blood tests to achieve accurate test results.

**Q2.** Describe the Bidder's process for conducting redraws.

- 3.1.3.2. The Contractor shall conduct and complete testing when the specimen of each individual involved in testing is collected at different times.



- Q3.** Describe in detail the Bidder's procedures and policies, to be used in such instances if they differ from the procedures and policies for testing of specimens collected simultaneously.
- 3.1.3.3. The Contractor shall collect samples for parentage testing using the buccal swab specimen collection procedure. This collection procedure shall be non-invasive. The instrument used to collect a buccal swab shall be a cotton swab, or its equivalent. The procedure used shall involve gently stroking the lining of the inner cheek of the mouth (buccal mucosa) with the applicator. Not less than four (4) swabs shall be collected from each individual in a case. Two (2) swabs shall be used for initial testing and the remaining two (2) swabs shall be stored for seven (7) years for possible extended testing or, if submitted, testing in additional cases.
- 3.1.3.4. The Contractor shall perform testing of other types of samples as requested by DCSS including, but not limited to, testing of red cell antigens, serum proteins and deoxyribonucleic acid (DNA) analysis. All genetic samples collected shall be subject to safeguarding, confidentiality and shall be used exclusively for the purpose of paternity testing.
- 3.1.3.5. The Contractor shall obtain and document the legal identification required for the collection of samples. Identification shall include, but is not limited to, photographing and fingerprinting each individual being tested.
- 3.1.3.6. The Contractor shall provide DCSS with a notice of either attendance or non-attendance of the individuals scheduled for testing.
- Q4.** Describe the Bidder's timeframe and method for providing DCSS with such notices.
- 3.1.3.7. The Contractor shall pick up specimens and maintain a chain of custody. The chain of custody processes and procedures shall, at a minimum, include a notarized certification of the chain of custody.
- Q5.** Describe in detail the Bidder's chain of custody processes and procedures to be employed.
- 3.1.3.8. The Contractor shall provide timely and secure transportation of the specimens from the collection site to the Contractor's laboratory. The Contractor shall be responsible for all costs associated with transportation, including but not limited to: packaging, shipping, and handling from the point when a specimen is collected until it arrives at the test laboratory.
- Q6.** Describe the Bidder's methods, policies, procedures and timeframes for the secure transportation of specimens to the laboratory for testing, including but not limited to: the mode and/or modes for the transport of specimens to be employed; providing guarantees that specimens shall be delivered to and received by the test laboratory within the timeframes necessary to ensure accurate testing; and the timeframe from the time at which a specimen is collected until the time a specimen is received in the test laboratory.





- 3.1.3.9. The Contractor shall provide test results to DCSS within a timeframe that is subject to DCSS approval; the timeframe shall not exceed twenty-one (21) calendar days from the last specimen collection date (for the applicable individuals). The Contractor shall provide test result reports that identify: each individual tested, the date each specimen was collected, the date each specimen was tested, each individual's genetic markers in accordance with the test(s) performed.
- The Contractor shall not bill DCSS for test results delivered after the specified time frame or for test results not accompanied by a notarized certification of chain of custody.
  - In cases of non-exclusion, the Contractor's test results reports shall reflect a probability of paternity greater than 99.9% for the putative father.
  - In cases of exclusion, the Contractor's test results reports shall reflect exclusions in at least three (3) genetic systems (loci) for the putative father.
  - The Contractor shall provide the original of all intrastate test reports with accompanying chain of custody and identifications to: Chief Staff Attorney, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301
- Q7. Specify the Bidder's timeframe from the point in time when the last specimens are collected to the point in time when the test results are received by DCSS.
- Q8. Describe how the Bidder will provide test result reports to DCSS, including but not limited to: how the test result report provides an interpretation of the data presented as to the exclusion of paternity for the putative father; how the original of all intrastate test reports with accompanying chain of custody and identifications will be provided to DCSS as required in subsection 3.1.3.9.d.; and include a sample report with explanatory details of its contents.
- NOTE: Bidders are encouraged to submit proposals that specify shorter time frames than specified in subsection 3.1.3.9. Bidders may propose specific exceptions to a timeframe for those instances where tests are neither standard nor routine; the Bidder's proposal shall contain detailed definitions and descriptions of any such proposed exception.
- 3.1.3.10. The Contractor shall provide consultations, written responses to interrogatories, written or telephone depositions, and produce written documents at the request of DCSS.
- 3.1.3.11. The Contractor shall participate in the discovery process, as required by DCSS.
- Q9. Describe how any such consultations, interrogatories, and depositions will be provided to DCSS by the Bidder. The Bidder's proposal shall provide the name, title, telephone number, fax number and email address of its contact person who coordinates and arranges for these services.
- 3.1.3.12. At the request of DCSS, the Contractor shall provide fully qualified expert witnesses for trials and hearings in all of New Hampshire's ten (10) counties. The expert witnesses shall assist DCSS in trial preparation and in the cross-examination of defense experts.
- Q10. Describe in detail the Bidder's methods and procedures for providing DCSS with expert witnesses and how such witnesses will assist DCSS. Provide the names, titles, and curriculum vitae of expert witnesses; and provide the name, title, telephone number, fax number, and an email address of the person responsible for the scheduling of the expert witnesses.



- 3.1.3.13. The Contractor shall provide qualified customer services staff to respond to inquiries from DCSS staff. This service shall include, at a minimum, a toll free telephone number for use by DCSS staff between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, Eastern Standard Time.

**Q11.** Describe the Bidder's methods and procedures to provide DCSS staff access to the Bidder's customer services staff and specify the services to be accessed from such staff.

- 3.1.3.14. The Contractor shall provide DCSS with a third-party payment process for the payment of tests when a party, other than DCSS, is responsible for the entire cost of the test or a partial cost of the test.

### **3.1.4. Testing Times and Locations**

- 3.1.4.1. The Contractor shall routinely conduct testing during normal business hours, and also on weekends and after normal business hours when requested by DCSS.

- 3.1.4.2. The Contractor shall collect samples at locations in all ten (10) New Hampshire counties, at a minimum, and at other locations specified by DCSS<sup>1</sup>. The Contractor shall locate and identify collection sites. Collection sites shall be approved in advance by DCSS. Additional sites acceptable to DCSS include but are not limited to: state prisons, county jails, local DCSS district offices, regional hospitals, and the New Hampshire State Hospital.

- 3.1.4.3. The Contractor shall provide paternity testing services for those cases where one or more of the individuals reside in another State (interstate cases). The Contractor shall provide the original of all interstate test reports, with accompanying chain of custody and identification to: Supervisor, Interstate Unit, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301.

**Q12.** Describe how the bidder will provide testing services and originals of all test reports for interstate cases, including but not limited to: detailed procedures to be followed in interstate cases; confirmation of the Bidder's responsibility for the coordination of all stages of interstate testing; and provide the name, title, address, telephone number, fax number and email address of the contact person for scheduling and testing of interstate cases.

**Q13.** Describe the Bidder's ability to conduct the collection of specimens at a site and/or sites in each county; include a list of locations to be used for testing and the hours of operation for each NH county.

### **3.1.5. Supplies**

- 3.1.5.1. The Contractor shall provide all supplies necessary for the collection, party identification, preparation, preservation, packaging and transportation of specimens, including but not limited to:
- a. Specimen collection kits;

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<sup>1</sup> See Appendix G for a list of New Hampshire's counties, corresponding current DCSS district offices, and current Testing Locations.



- b. Shipping containers;
  - c. Pre-printed, pre-paid air bills and mailers for overnight carrier;
  - d. Instant camera and film;
  - e. Thumb printing supplies;
  - f. Gloves; and
  - g. All other supplies, as needed.
- 3.1.5.2. The specimen collection kit shall have the following features to ensure proper specimen collection and integrity:
  - a. Printed instructions;
  - b. Tamper resistant packaging;
  - c. Chain of custody procedure; and
  - d. Chain of custody verification form.
- 3.1.5.3. The Contractor shall provide all printed forms used in the performance of contracted services. The Contractor shall provide DCSS with: the name and reference number of each form; a description of when each form is used; instruction on completing each form and whom should complete it; the means of providing each form to DCSS; a description of any additional information to be submitted with each form; and a description of the routing process of each form.

**Q14.** Describe and list the forms to be used in the performance of paternity testing, and provide the additional information described in subsection 3.1.5.3 for each form.

**Q15.** Describe and list the supplies the Bidder will provide to DCSS for the collection, party identification, preparation, preservation, packaging and transportation of specimens.

### **3.1.6. Scheduling, Identification and Notification**

- 3.1.6.1. The Contractor shall schedule collections and develop back up plans to ensure that specimen collections are completed on the times and dates scheduled.
- 3.1.6.2. The Contractor shall provide DCSS with a notice of either attendance or non-attendance of the individuals scheduled for testing. The Contractor shall notify the appropriate DCSS District Office no later than the end of the day of the scheduled appointment. Notification shall be in person, by fax, email or telephone.
- 3.1.6.3. Collection dates for each DCSS District Office service area shall be scheduled for one (1) day per month at a minimum. The number of collection days per month may be increased as requested by a District Office.
- 3.1.6.4. The Contractor shall have in place a contingency plan to respond to delays in scheduled collections that are caused by the Contractor or for which the Contractor's employees/subcontractors are responsible. The plan, at minimum, shall address the rescheduling of specimen collections, providing immediate notice of the delay and rescheduling to the applicable DCSS contact for the applicable case, and shall be subject to DCSS review and approval. Failure to satisfactorily remedy such delays in scheduling shall be considered a triggering event for the payment provisions articulated in subsection 4.1.6.2.



- Q16.** Describe the Bidder's methods and procedures for scheduling and confirming collection dates and times within each county, including but not limited to: identifying the contact person or people responsible for scheduling and their title(s), address(es), telephone number(s), email address(es) and fax number(s); specifying the timeframe between the date a request to schedule an appointment is received by the Bidder's contact person and the date that the appointment for the collection is confirmed by the Bidder's contact person; specifying the timeframe between the date that an appointment for collection is confirmed and the actual date of the collection; and the Bidder's planned contingency plan for rescheduling specimen collections, as referenced in subsection 3.1.6.4.

### **3.1.7. Record Retention and Access**

- 3.1.7.1. The Contractor shall provide DCSS copies of specific test file information upon DCSS request; delivery of such copies shall not exceed five (5) business days from the request date.
- 3.1.7.2. The Contractor shall retain records of tests performed under this contract for a period of seven (7) years, and shall provide DCSS copies of specific test file information upon DCSS request.
- Q17.** Describe the Bidder's policies and procedures for providing DCSS copies of such information, including but not limited to: specifying the storage media, methods and retention period for all records; specifying the record elements the Bidder retains for each test file and specimen; and the procedure DCSS may use for requesting copies of records and test file information.

## **3.2. Staffing**

### **3.2.1. Minimum Staffing Requirements**

- 3.2.1.1. The Contractor shall provide DCSS with the services of a phlebotomist, qualified medical technician and/or other appropriate services; both on short notice and in emergencies.
- Q18.** Describe the Bidder's minimum timeframe required to respond to both short notice and emergency requests, and the Bidder's policies and procedures applicable to such emergencies.
- 3.2.1.2. The Contractor shall provide adequate numbers of professionally qualified staff for all stages of paternity testing and to perform all required contracted services.
- 3.2.1.3. In addition to the phlebotomist, the Contractor shall provide staff to assist the phlebotomist in the collection of specimens in those situations where there are young children and/or more than one child present.
- 3.2.1.4. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks. DCSS shall be advised of, and approve in writing, any permanent or temporary changes to or deletions from the Contractor's management, supervisory, and key professional personnel, who directly impact the paternity testing services, at least ten (10) days in advance of such change.



- Q19.** Describe the Bidder's staffing plan to perform the required services, including but not limited to: meeting the minimum staffing requirements specified in subsection 3.2.1; completing a Program Staff List (Appendix E) that includes all staff that will perform the required services; and the minimum qualifications required of its staff (Appendix F), including but not limited to: education, training, certification, and licensing of the individuals who will collect specimens and conduct tests.

### **3.2.2. Criminal Background, Drug Screening and Disclosures**

- 3.2.2.1. Prior to a prospective employee's first day of work, the Contractor shall conduct and receive a comprehensive drug screening and background check, including a criminal records check, on any employee who shall perform duties under this Contract. A copy of said background check shall be provided to DCSS upon request. This background check process applies to temporary employees each time they start or re-start work with the Contractor. The background check shall include at a minimum, identity verification, including Social Security Number trace, and felony and misdemeanor records from county of current residence.
- 3.2.2.2. All Contractor employees, permanent and temporary, shall sign a disclosure form provided by DCSS which discloses any relationship of their own, or of a member of their immediate family, to the process of receiving or paying child support. These disclosure forms shall immediately be shared with DCSS. The Contractor's employees shall be strictly prohibited from accessing the system to check the status of cases to which they have a personal relationship. No employee shall process specimens, documents, reports, and test results related to a paternity testing case to which they have a personal relationship

### **3.3. Education and Training**

The Contractor shall have a plan for providing continuing education, training and technical assistance for DCSS staff, as requested and approved by DCSS.

### **3.4. Delegation and Subcontractors**

#### **3.4.1. Identification and Approval**

- 3.4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities. DHHS reserves the right to accept or reject the use of any subcontractor.
- 3.4.1.2. Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.





- b. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.
    - c. Monitor the subcontractor's performance on an ongoing basis.
  - 3.4.1.3. All subcontractors' employees performing any services required by the Contract are subject to the Criminal Background, Drug Screening and Disclosure provisions specified in subsection 3.2.2, the Conflict of Interest provisions specified in subsection 3.5.5, and all other applicable contractual conditions as the Contractor's employees.

### **3.5. Compliance**

#### **3.5.1. Culturally and Linguistically Appropriate Standards**

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 3.5.1.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.5.1.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.5.1.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.



- 3.5.1.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.5.1.5. Successful applicants will be:
  - a. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
  - b. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 3.5.1.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
  - a. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
  - b. The frequency with which LEP individuals come in contact with the program, activity or service;
  - c. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
  - d. The resources available to the organization to provide language assistance.
- 3.5.1.7. **Bidders are required to complete the TWO (2) steps listed in the Appendix D to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.

### 3.5.2. American Association of Blood Banks

- 3.5.2.1. The Contractor shall: be fully accredited by the American Association of Blood Banks (hereinafter "AABB"); adhere to all applicable testing standards promulgated by the AABB; and maintain AABB accreditation during the entire contract term. DCSS reserves the right to terminate the contract if AABB accreditation is not maintained.



- a. The Contractor shall perform DNA testing using only validated techniques and procedures that are commonly accepted within the scientific and legal communities and are accepted by the agencies accrediting the Contractor's operation, including: AABB, the American Society for Histocompatibility and Immunogenetics (ASHI), and the College of American Pathologists (CAP).

### **3.5.3. Confidentiality**

- 3.5.3.1. The Contractor shall utilize detailed policies and procedures that ensure confidentiality throughout the entire testing process and test result reporting process. These policies and procedures shall be subject to DCSS and shall remain in full force and effect during the contract period or as otherwise specified within the contract. DCSS reserves the right to terminate the contract if confidentiality is breached.

**Q20.** Describe in detail the Bidder's policies and procedures regarding testing and test results confidentiality.

- 3.5.3.2. The Contractor shall not disclose data that personally identifies a IV-D responsible parent and/or dependent under any circumstance other than: to persons or entities that are authorized to use the information for child support paternity testing purposes pursuant to the Contract; or as otherwise required or permitted by federal or state law.

### **3.5.4. DHHS Staff**

- 3.5.4.1. Under no circumstances shall any employee of DHHS, including DCSS staff, be permitted to assist the Contractor's phlebotomist and/or qualified medical technician in the collection of samples.

### **3.5.5. Conflict of Interest**

- 3.5.5.1. The Contractor shall represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of its services hereunder.
  - a. In the event that the Contractor, its employees or subcontractors, experience a situation wherein an interest, direct or indirect, which would conflict in any manner or degree with the performance of its contractual responsibilities with respect to individuals being tested pursuant to this Contract, the Contractor shall immediately notify DCSS. DCSS will work with the Contractor to determine the best remedy to meet the requirements of the contract.

### **3.5.6. Disaster Recovery**

Upon notice of or becoming aware of the DHHS Commissioner's, or his or her designee's, determination/declaration that there is a DHHS information technology related disaster, the Contractor shall immediately communicate with the DCSS' Business Recovery Services Contractor. The Contractor shall perform all its contractual duties in cooperation with the Business Recovery Services Contractor, and at the direction of the Department of Information Technology (DoIT), until such time as DoIT's mainframe is fully operational. Information regarding the Point-of-Contact for the Business Recovery Services Contractor shall be provided by DCSS upon contract execution.





### **3.5.7. Physical Security Requirements**

- 3.5.7.1. The Contractor shall comply with all physical security requirements that are mandated by federal and/or state laws, rules, or regulations. The Contractor shall permit access to paternity testing operations by agents of the State or federal government for the purpose of ascertaining compliance with all applicable laws, rules, regulations and the conditions of the Contract.
- 3.5.7.2. The Contractor shall make every effort to protect the paternity testing operations from damage by accident, theft, malicious intent, fire, loss of utilities, environmental hazards such as flood and hurricanes, vandalism, and unauthorized access.

### **3.5.8. Quality Control and Performance Monitoring**

- 3.5.8.1. The Contractor shall utilize quality control protocols that have been inspected and approved by the AABB, American Society for Histocompatibility and Immunogenetics (ASHI), and the College of American Pathologists. The Contractor shall participate in proficiency testing programs sponsored by the College of American Pathologists, or its successor. The Contractor's quality control and quality assurance programs shall include, but not be limited to:
  - a. Color-coded buccal swabs, with matching color-coded labels and color-coded envelopes.
  - b. Double blind testing of all samples.
  - c. An initial test battery that will detect on average 99.99999% of falsely accused men.
  - d. Extensive additional genetic markers to resolve difficult cases.
  - e. An average probability of paternity of 99.999999%
  - f. The majority of cases with a combined paternity index greater than one billion to one (1,000,000,000 to 1).
  - g. Opinions of non-paternity based on three (3) or more inconsistencies.
  - h. Computer review of various quality control checks and warning messages, when appropriate.
  - i. Duplicate review of all cases.
  - j. Final review by qualified scientists (Ph.D.)
  - k. Regular participation in continuing education programs.
  - l. Full time quality control/quality assurance supervisors.
  - m. Internal proficiency testing program.
  - n. Participation in multiple external proficiency programs.
- 3.5.8.2. The Contractor acknowledges and accepts that DCSS reserves the right to conduct quarterly evaluations of the performance of the Contractor during the Contract period by methods and procedures DCSS deems appropriate. The Contractor further acknowledges that any and all deficiencies cited in writing by DCSS shall be corrected by the Contractor to the satisfaction of DCSS within thirty (30) calendar days of notification of said deficiencies.



## 4. FINANCE

### 4.1. Financial Standards

#### 4.1.1. Financial Funding Sources

- 4.1.1.1. Funds to support the services solicited in this RFP are available from two funding sources, identified as follows:
  - a. 66% Federal Funds from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, CFDA #93.563, and
  - b. 34% General Funds.
- 4.1.1.2. Funds must be used in accordance with the provisions of the CFDA numbers referenced in subsection 4.1.1.1.

#### 4.1.2. Price Schedule

- 4.1.2.1. The Contractor understands and agrees that the cost structure, including the unit price specified in the Price Schedule, shall be guaranteed for the term of the Contract. The term of the Contract is January 1, 2016, or the date of Governor and Council approval, whichever date is later, through June 30, 2017.

NOTE: The Bidder's Cost Proposal shall specify an all-inclusive fixed price per test and/or prices for all other services and products offered by the Bidder, and be presented in the form of a proposed Price Schedule (Appendix C). The final Price Schedule, incorporated into the resultant contract, is subject to DHHS approval.
- 4.1.2.2. DCSS shall not be charged for any test results not issued within twenty-one (21) days or that do not have a notarized certification for chain of custody accompanying the test results to DCSS.

#### 4.1.3. Invoicing

- 4.1.3.1. The Contractor shall invoice DCSS monthly for services performed in accordance with the contract. Invoices shall:
  - a. Define, specify and itemize all services provided to DCSS and prices charged to DCSS;
  - b. Contain discreet account numbers that identify each individual tested, the relevant DCSS District Office, the collection date, names and/or names, and prices;
  - c. Record prepayments and specify the individual for whom the prepayment was made, the date of the prepayment, and the amount of prepayment; and
  - d. Other information as mutually agreed upon.
- 4.1.3.2. The Contractor shall only include completed cases with completed tests on invoices; cases in progress shall be billed in the month the test is completed and reported.



#### **4.1.4. Statements**

- 4.1.4.1. The Contractor shall provide to DCSS, no later than the fifteenth (15th) day of each month, an itemized statement of services rendered to each individual account in the prior month. Itemized statements shall include payments received and credited to each account that month. Additionally, the monthly, itemized statement shall include: the date of receipt, the check number, the amount of the payment, and the source of the payment.

#### **4.1.5. Financial Management**

- 4.1.5.1. The Contractor shall designate a contact person to resolve billing discrepancies. The Contractor shall provide DCSS with the name, title, telephone number, fax number and email address of the contact person. The Contractor shall also notify DCSS in the event of a change of the designated contact person.

#### **4.1.6. Payment**

- 4.1.6.1. Compensation paid by DCSS shall be accepted by the Contractor as payment in full for the services provided under the Contract.
- 4.1.6.2. DCSS may withhold ten percent (10%) of a monthly payment for services performed under the Contract if, in the sole judgment of DCSS, the Contractor is non-compliant with the terms and conditions of the Contract and/or the Scope of Work, including but not limited to: quality of paternity testing services; quantity of paternity testing services; accuracy of service; timeliness of service delivery and processing; physical security and confidentiality requirements. DCSS shall provide the Contractor with a written list of specific services, transactions or conditions requiring correction or remediation. Payments withheld by DCSS may be released upon determination by DCSS that the conditions causing non-compliance have been corrected and remedied to the satisfaction of DCSS.
- 4.1.6.3. Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the Contract.



## 5. PROPOSAL EVALUATION

### 5.1. Technical Proposal – 200 Points

#### 5.1.1. Proposal Narrative, Project Approach and Technical Response

Services (Q1-Q11).....	110 Points
Testing Times & Locations (Q12-Q13).....	20 Points
Supplies (Q14-Q15).....	20 Points
Scheduling, Identification and Notification (Q16).....	10 Points
Record Retention and Access (Q17).....	10 Points
Minimum Staffing Requirements (Q18-Q19).....	20 Points
Confidentiality (Q20).....	10 Points

### 5.2. Cost Proposal – 100 Points

Cost Proposals will be analyzed and normalized. For example, if a particular proposal would impose costs on DCSS, that cost will be identified, assigned a monetary value, and that value will be added to the Bidder's proposed cost before scoring. Once all cost proposals have been normalized, each adjusted cost figure will be scored using the following formula:

Bidder's Cost Score = (Lowest Adjusted Proposed Cost / Bidder's Adjusted Proposed Cost) multiplied by one hundred (100) points.

For the purpose of this formula, the lowest proposed adjusted cost is defined as the lowest adjusted cost proposed by a bidder whose proposal fulfills the minimum established qualifications. For example, if there were three valid bids with adjusted costs as shown in the first column of Table 1, the points awarded for the respective cost proposals are shown in the third column.

Table 1

Adjusted Cost Proposal	Calculation Formula	Score Points Awarded
\$100,000	$\$100,000 / \$100,000 \times 100$	100
\$120,000	$\$100,000 / \$120,000 \times 100$	83.33
\$150,000	$\$100,000 / \$150,000 \times 100$	66.67



## 6. PROPOSAL PROCESS

### 6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire  
Department of Health and Human Services  
Diana Lacey  
Contracts and Procurement  
Brown Building  
129 Pleasant St.  
Concord, New Hampshire 03301  
Email: diana.lacey@dhhs.state.nh.us  
Fax: 603-271-4232  
Phone: 603-271-9285

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

### 6.2. Procurement Timetable

Table 2

<b>Procurement Timetable</b>		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	8/27/2015
2.	Mandatory Letter of Intent Submission Deadline	9/9/2015
3.	RFP Technical and Cost Questions Submission Deadline	9/15/2015
4.	DHHS Response to Technical and Cost Questions Published	9/18/2015
5.	Technical and Cost Bids Submission Deadline	9/30/2015 by 2:00 pm
6.	Anticipated Selection of Successful Bidder(s)	10/09/2015

### 6.3. Mandatory Letter of Intent

A mandatory Letter of Intent to submit a Proposal in response to this RFP must be received by the date and time identified in subsection 6.2: Procurement Timetable.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent must be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in subsection 6.1.



The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

Proposals submitted by entities that did not submit a Letter of Intent shall not be considered.

## **6.4. Bidders' Questions and DHHS Answers**

### **6.4.1. Bidders' Questions**

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in subsection 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in subsection 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in subsection 6.2, Procurement Timetable.

### **6.4.2. DHHS Answers**

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Oral answers given in the Bidders Conferences are non-binding. Written answers to questions asked in the Bidder Conferences will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

## **6.5. RFP Amendment**

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.



## **6.6. Proposal Submission**

Proposals submitted in response to this RFP must be received no later than the time and date specified in subsection 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in subsection 6.1, and marked with RFP # 16-DHHS-OHS-DCSS-02.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

## **6.7. Compliance**

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

## **6.8. Non-Collusion**

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

## **6.9. Collaborative Proposals**

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

## **6.10. Validity of Proposals**

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in subsection 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

## **6.11. Property of Department**

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

## **6.12. Proposal Withdrawal**

Prior to the Technical and Cost Proposal Submission Deadline specified in subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in subsection 6.1.





### **6.13. Public Disclosure**

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/)). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

### **6.14. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

### **6.15. Liability**

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.





## **6.16. Request for Additional Information or Materials**

During the period from the Technical and Cost Proposal Submission Deadline, specified in subsection 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

## **6.17. Oral Presentations and Discussions**

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

## **6.18. Contract Negotiations and Unsuccessful Bidder Notice**

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific invitations to bid or other Proposals for public bids, from the time the invitation or proposal is made public until the bid is actually awarded, in order to protect the integrity of the public bidding process. This means unsuccessful Bidders shall not be notified until after the Governor and Executive Council have approved the selected bid awards. No information can be provided to non-selected Bidders until after contracts are awarded, at which time non-selected Bidders may submit a written request for more information about the reasons for not being selected and recommendations that may make future Proposals more effective. Such requests are not considered appeals. Once a Bidder has submitted a letter, DHHS will attempt to accommodate such requests within a reasonable time.

## **6.19. Scope of Award and Contract Award Notice**

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.



## **6.20. Site Visits**

DHHS reserves the right to request a site visit for DHHS staff to review a Bidder's organization structure, subcontractors, policy and procedures, and any other aspect of the Proposal that directly affects the provisions of the RFP and the delivery of services. Any and all costs associated with the site visits incurred by the Bidder shall be borne by the Bidder.

Prior to implementation, DHHS reserves the right to make a pre-delegation audit by DHHS staff to the Bidder's site to determine that the Bidder is prepared to initiate required activities. Any and all costs associated with this pre-delegation visit shall be borne by the Bidder.

## **6.21. Protest of Intended Award**

Any protests of intended award or otherwise related to the RFP, shall be governed by the appropriate State requirements and procedures and the terms of this RFP. In the event that a legal action is brought challenging the RFP and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigations. Legal action shall include administrative proceedings.

## **6.22. Contingency**

Aspects of the award may be contingent upon changes to State or federal laws and regulations.



## 7. PROPOSAL OUTLINE AND REQUIREMENTS

### 7.1. Presentation and Identification

#### 7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in subsection 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in subsection 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

#### 7.1.2. Presentation

- 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

#### 7.1.3. Technical Proposal

- 7.1.3.1. Original in 3 ring binder marked as "Original."
- 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
- 7.1.3.3. 4 copies in bound format marked as "Copy."
- 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.3.5. Front cover labeled with:
  - a. Name of company / organization;
  - b. RFP#; and
  - c. Technical Proposal.



## **7.1.4. Cost Proposal**

- 7.1.4.1. Original in 3 ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.
- 7.1.4.3. 3 copies in bound format marked as "Copy."
- 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.4.5. Front cover labeled with:
  - a. Name of company / organization;
  - b. RFP#; and
  - c. Cost Proposal.

## **7.2. Outline and Detail**

### **7.2.1. Proposal Contents – Outline**

Each Proposal shall contain the following, in the order described in this section:  
(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

### **7.2.2. Technical Proposal Contents – Detail**

- 7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

  - a. On the Bidding company's letterhead;
  - b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
  - c. Contain the following:
    - i. Identify the submitting organization;
    - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
    - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
    - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
    - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
    - vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
    - vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
    - viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in subsection 6.2;
    - ix. Date Proposal was submitted; and



x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
  - i. General company overview;
  - ii. Ownership and subsidiaries;
  - iii. Company background and primary lines of business;
  - iv. Number of employees;
  - v. Headquarters and Satellite Locations;
  - vi. Current project commitments;
  - vii. Major government and private sector clients; and
  - viii. Mission Statement.
- b. This section must include information on:
  - i. The programs and activities of the organization;
  - ii. The number of people served; and
  - iii. Programmatic accomplishments.
- c. And also include:
  - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
  - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:



- i. The length, depth, and applicability of all prior experience in providing the requested services;
- ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder and must also include client testimonials. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP, including but not limited to:

- a. Pursuant to subsection 3.5.2.1, verification of the Bidder's accreditation by the AABB.



7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A
- b. CLAS Requirements, Appendix D
- c. Program Staff List, Appendix E
- d. Staff Minimum Qualifications, Appendix F

**7.2.3. Cost Proposal Contents – Detail**

7.2.3.1. Cost Bid Requirements

The Bidder's Cost Proposal shall specify an all-inclusive fixed price per test and/or prices for all other services and products offered by the Bidder, and be presented in the form of a proposed Price Schedule (Appendix C). Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules





A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations:
  - i. Exceptions to Terms and Conditions, Appendix A





## **8. MANDATORY BUSINESS SPECIFICATIONS**

### **8.1. Contract Terms, Conditions and Penalties, Forms**

#### **8.1.1. Contract Terms and Conditions**

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

#### **8.1.2. Penalties**

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

## **9. ADDITIONAL INFORMATION**

### **9.1. Appendix A – Exceptions to Terms and Conditions**

### **9.2. Appendix B – Contract Minimum Requirements**

### **9.3. Appendix C – Price Schedule**

### **9.4. Appendix D – CLAS Requirements**

### **9.5. Appendix E – Program Staff List**

### **9.6. Appendix F – Staff Minimum Qualifications**

### **9.7. Appendix G – DCSS Testing Locations**